



Alan C. Lloyd, Ph.D.
Agency Secretary
Cal/EPA



Department of Toxic Substances Control

Maureen F. Gorsen, Director
8800 Cal Center Drive
Sacramento, California 95826-3200



Arnold Schwarzenegger
Governor

February 8, 2006

City of Long Beach
Mr. Robert E. Shannon
City Attorney
333 West Ocean Boulevard
Long Beach, California 90802-4664

REQUEST FOR DEED RESTRICTIONS FOR SOUTHERN CALIFORNIA EDISON LONG BEACH II FORMER MANUFACTURED GAS PLANT SITE, LONG BEACH, CALIFORNIA

Dear Mr. Shannon:

The Department of Toxic Substances Control (DTSC) hereby requests that you finalize and record the enclosed deed restriction for a small portion of your property. Your property was a part of the Southern California Edison Long Beach II former manufactured gas plant site (Site). The Site was being remediated by Southern California Edison (SCE) under DTSC's Expedited Remedial Action Program (ERAP). Consistent with the approved cleanup plan for this site, DTSC requires that an appropriate deed restriction be recorded on those portions of the Site identified as Lots 20 and 21 in the attached exhibit. Contaminated soils remain on site that present potential health risks that do not allow for unrestricted use. Lots 20 and 21 were selected for this restriction based on information from the limited excavation performed.

As identified in the April 4, 2002 Remedial Action Report at the Limited Excavation area (see attached map provided), a portion of the Site has remaining benzo(a)pyrene equivalent concentrations in soil up to 105 milligrams per kilogram at soil depths from 9 feet to 18 feet below ground surface. These conditions do not pose immediate health risks at the property as currently being used. However, if soil is excavated, during oil extraction activities or during possible future maintenance and redevelopment activities, the contaminated soils will need to be properly managed to comply with all applicable laws and prevent unacceptable health risks. DTSC has enclosed with this letter a copy of a draft deed restriction that we believe would be appropriate to be recorded for a selected portion of this Site. Some sections of the deed restriction need input from the property owner before it is finalized.

DTSC requested that SCE work with you as the owner of the property to establish the appropriate deed restrictions. However, SCE has stated that they will not commit any further resources towards establishing deed restrictions for the Site as required by the

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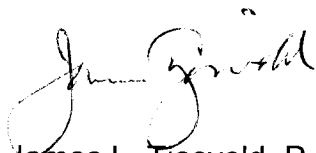
approved cleanup plan. DTSC acknowledges that complete removal of this lens of contaminated soil was not feasible without risking potential damage to certain physical features on the Site, such as freeway supports and underground utilities. Therefore, deed restrictions are appropriate to assure protection of the public health in the future.

DTSC has been advised that the City of Long Beach owns the western portion of the Site and that the Los Angeles County Flood Control District owns the eastern portion of the Site. The Site is located directly South of Ocean Boulevard and immediately East of South Harbor Scenic Drive within the Port of Long Beach (POLB). It has been suggested that the POLB may also have an ownership interest in this Site but that has not been confirmed. As a result, we have copied POLB with this letter for their potential input.

As part of the cleanup effort, Southern California Edison advised DTSC that the parcel consisted solely of a portion of Assessor's Parcel Number (APN) 7436-015-908. Attached you will find an exhibit from the Remedial Investigation Feasibility Study (RIFS) conducted by Dames and Moore that depicts the footprint of the former Manufactured Gas Plant as lying on Lots 16-18 and Lots 20-24. These lot designations do not appear on the APN maps. However, further research suggests that the City owned parcel that is designated as Lots 19 through 24 on the RIFS exhibit is a portion of Block 1 of APN 7436-015-908 (City of Long Beach Book 7436, Page 15, Parcel 908).

Please provide the information needed as identified on the attached draft deed restriction and we will prepare the final document for your signature. If you have any questions on this matter, please contact Mr. Mike Vivas, P.E., DTSC's Project Manager for the Site, at (916) 255-3682.

Sincerely,

A handwritten signature in dark ink, appearing to read "James L. Tjosvold". The signature is fluid and cursive, with the first name "James" being more prominent.

James L. Tjosvold, P.E., Chief
Northern California-Central Cleanup Operations Branch

Enclosures

cc: See next page.

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cc: Mr. Ron Jensen
Southern California Edison
2244 Walnut Grove Avenue
Rosemead, California 91770

Mr. Robert Kanter, Ph.D.
Port of Long Beach
Director of Planning and Environmental Affairs
P.O. Box 570
Long Beach, California 90801

Pacific Energy Resources, Ltd.
1065 W. Pier East Street
Long Beach, California 90802-1015

Mr. Harry W. Stone
Director of Public Works
Los Angeles County Flood Control District
900 South Fremont Avenue
Alhambra, California 91803-1331

County of Los Angeles
Department of Health Services
Environmental Health
5050 Commerce Drive
Baldwin Park, California 91706

Ms. Wendy Phillips
Los Angeles Regional Water Quality Control Board
320 West 4th Street, Suite 200
Los Angeles, California 90013-2343

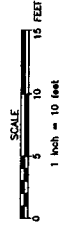
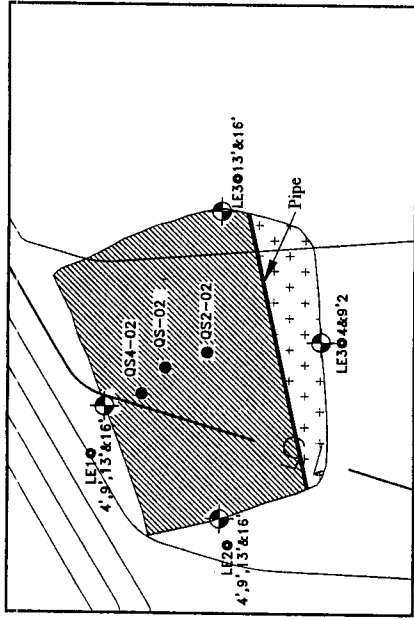
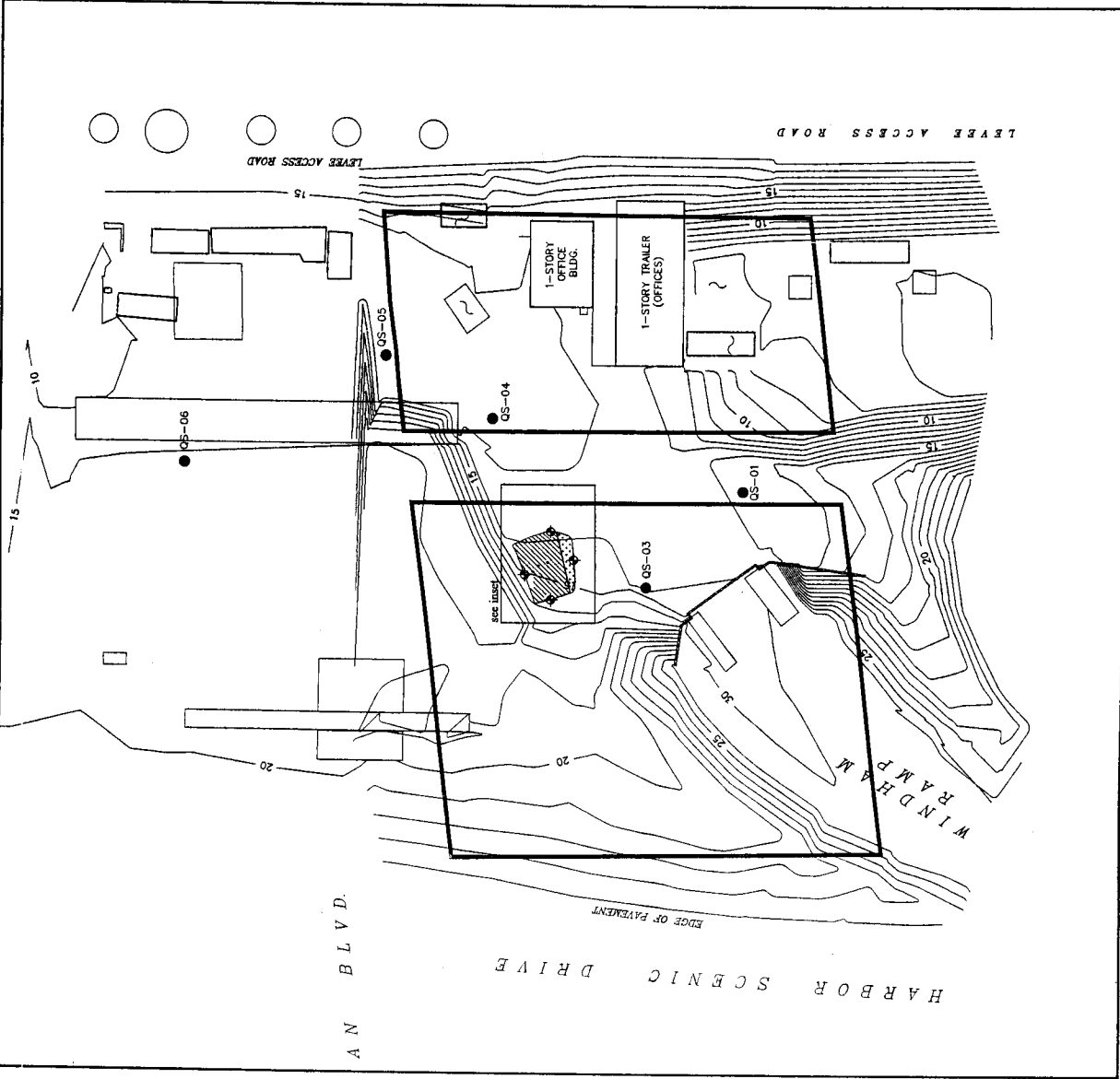
Mr. Mike Vivas, P.E.
Project Manager
Site Evaluation and Remediation Unit
Northern California-Central Cleanup Operations Branch
Site Mitigation and Brownfields Reuse Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826-3200

ENCLOSURE 1

SITE PLAN
LONG BEACH II MANUFACTURED GAS PLANT

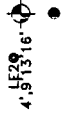
ENCLOSURE 2

LIMITED EXCAVATION AND QUARTERLY PROGRESS
MONITORING SAMPLING LOCATIONS



LEGEND

- Former MGP Boundary
- Concrete Wall
- Site features (i.e., buildings, storage sheds)
- Limited excavation area with total depth of 15.5 ft bgs
- Limited excavation area with total depth of 9 ft bgs
- Topographic contour (feet MLLW)
- Pipe
- Limited Excavation Confirmation Sample Locations
- Quarterly Sample Locations



<p>Remedial Action Report Southern California Edison Long Beach II Former Manufactured Gas Plant Site</p>	<p>Figure 7 Limited Excavation and Quarterly Progress Monitoring Sampling Locations</p>	<p>URS April 2002 Long Beach, California</p>
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ENCLOSURE 3

COVENANT TO RESTRICT USE OF PROPERTY ENVIRONMENTAL RESTRICTION
(CITY OF LONG BEACH)

RECORDING REQUESTED BY: |
|
City of Long Beach |
Robert E. Shannon, City Attorney |
333 West Ocean Boulevard |
Long Beach, California 9802-4664 |

WHEN RECORDED, MAIL TO: |
|
Department of Toxic Substances Control |
8800 Cal Center Drive |
California, California 95826 |
Attention: James L. Tjosvold, P.E., Chief |
Northern California-Central Cleanup |
Operations Branch |

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

Re: SCE Manufactured Gas Plant Long Beach II

Site Code 490002

County of Los Angeles Assessor's Parcel Number (APN) [Insert proper APN here]

This Covenant and Agreement ("Covenant") is made by and between the City of Long Beach (hereinafter "the Covenantor"), the current owner of property situated in the City of Long Beach, County of Los Angeles, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property"), and the Department of

Toxic Substances Control (the "Department"). Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree that the use of the Property be restricted as set forth in this Covenant.

ARTICLE I

STATEMENT OF FACTS

1.01. The Property, totaling approximately [insert size of property here – (size in acres or square feet for Lots 20 & 21) as depicted on the RIFS excerpt figure 2] is more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by this reference. [No Exhibit A is available. DTSC would require your assistance in preparing the necessary Exhibit A.] The Property is located in the City of Long Beach, County of Los Angeles, State of California, in the area now generally bounded by Ocean Boulevard to the North and Harbor Scenic Drive to the West and the Los Angeles River to the East. This property is more specifically described as Lots 20 through 21 being a portion of Block 1 of Parcel 908 County APN 7436-015-908. The Property is currently zoned [classification] [describe classification], and is currently used for [describe current conforming use].

[Since this Covenant is intended to restrict only lots 20 & 21 as depicted in the attached exhibit from the RIFS, and that does not match up with any legal description that has been provided to the Department, unless a surveyed metes and bounds legal description for these lots is available, we will require a formal survey to provide a valid metes and bounds legal description for the property that is subject to this Covenant. Also, we will require that for the specific area being restricted, a digital depiction be provided in a format that will allow those boundaries to be depicted on a GIS system and posted on a website of deed restrictions.]

1.02. The Long Beach II Manufactured Gas Plant site was remediated as part of the California Department of Toxic Substances Control (DTSC) Expedited Remedial Action Program, Chapter 6.85 of the California Health and Safety Code. The Remedial Action Plan provides that a deed restriction be implemented as part of site remediation, because Polyaromatic hydrocarbons (PAHs), total petroleum hydrocarbons (TPHs), volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), and chlorinated benzenes, which are hazardous substances as defined in H&SC section 25316, and are also hazardous materials as defined in H&SC section 25260, remain in the soil in and under portions of the Property. Therefore a deed restriction is required as part of the site remediation.

Three specific remediation steps were implemented at the site. These activities included: In Situ ozonation, use of Fenton's Reagent, and limited excavation. In situ ozonation was applied -5 to -10 feet below ground surface (bgs). Two hundred fifteen (215) cubic yards of impacted soils were removed from the site for disposal offsite and back filled with a sand-cement slurry in the vicinity of the limited excavation area located on Lots 20 and 21 as depicted on Exhibit B. This area of excavation was resurfaced following backfill activities and cleanup. Site-wide contaminated soil volume was reduced from 5,509 cubic yards to 544 cubic yards. Post remediation sampling confirmed a reduction in Benzo(a)Pyrene ("B(a)P") soil concentrations from 3.6 mg/kg to 1.4 mg/kg.

Due to physical constraints at the site, an unknown volume of soil impacted with carcinogenic PAH concentrations of concern remains in place at depths below ground surface. A lens of contamination was identified in the vicinity of the limited excavation as depicted on Exhibit B and appears to extend beyond the limited excavation area in a northerly and easterly direction. If further information about the remediation is desired, this information is available by reviewing the public file for this site at the Department's office.

[New Exhibit B is required to show the limited excavation areas. Exhibit A is for delineation of the property subject to restriction.]

1.03. Based on the Final Risk Assessment, the Department concluded that use of the Property as a residence, hospital, school for persons under the age of 21 or day care center would entail an unacceptable cancer risk. The Department further concluded that the Property, as remediated, and when used in compliance with the Environmental Restrictions of this Covenant, does not present an unacceptable threat to human safety or the environment, when limited to the following uses: commercial and industrial, parks, and open space. Groundwater at the Property is generally found at six feet below ground surface (bgs) in the southeast portion of the site and 24 feet bgs at the western portion of the property. Groundwater depth is strongly influenced by topography of the site. Shallow groundwater was not remediated due to seawater intrusion and the poor quality of the water table in this area. No potable shallow groundwater exists on site.

ARTICLE II DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02 Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.04. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. This Covenant: (a) runs with the land pursuant to Civil Code section 1471 and H&SC section 25355.5; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee notice that hazardous substances are located on or beneath the Property, as required by H&SC section 25359.7.

3.04. Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and lease for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances).

The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06 Costs of Administering this Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Covenantor hereby covenants for himself and for all subsequent owners that, notwithstanding Civil Code section 1466, the Owner shall pay the Department's cost in administering this Covenant. Failure of the Owner to pay such costs when billed is a breach of the Covenant and enforceable pursuant to section 5.01 of the Covenant.

ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for humans.
- (c) A public or private school for persons under 21 years of age.
- (d) A day care center for children.

4.02. Soil Management.

- (a) No activities that will disturb the soil at or below 6 feet below grade (e.g., excavation, grading, removal, trenching, filling, earth movement or mining) shall be allowed on the Property without a Soil Management Plan and a Health and Safety Plan approved by the Department.

- (b) Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- (c) The Owner shall provide the Department written notice at least fourteen (14) days prior to any building, filling, grading, mining or excavating in the Property more than 6 feet below the soil surface.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) Raising of food (cattle, food crops).
- (b) Extraction of groundwater for purposes other than site remediation or construction dewatering, unless such use receives prior written approval of the Department.

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of an Owner or Occupant to comply with this Covenant shall be grounds for the Department to require the modification or removal of any improvements ("Improvements" herein shall mean all buildings, structures, roads, driveways, and paved parking areas, or utilities installations) constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant shall be grounds for the Department to pursue administrative, civil, or criminal actions as provided by law, including but not limited to imposition of a civil penalty of up to twenty five thousand

dollars (\$25,000) per day for each day of violation pursuant to section 25355.5 of the Health and Safety Code and Article 8 of Chapter 6.5 of the Health and Safety Code.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02 Termination. Owner, or any other aggrieved person, may apply to the Department for a termination of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03 Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or any other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the Covenantor's receipt of a fully executed original. The site owner shall provide the Department with a copy of the recorded Covenant.. If this Covenant is subsequently modified, the modified Covenant, with all referenced Exhibits, shall be recorded in Los Angeles County and a copy of the recorded modified covenant provided to the Department.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner:

City of Long Beach
Robert E. Shannon, City Attorney
333 West Ocean Boulevard
Long Beach, California 90802-4664

To Department:

James L. Tjosvold, P.E., Chief
Northern California-Central Cleanup Operations Branch
Site Mitigation and Brownfields Reuse Program
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Covenant or its terms set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor: City of Long Beach

By: _____

Title: _____

Date: _____

Department of Toxic Substances Control

By: _____

Title: _____

Date: _____

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On this _____ day of _____, in the year _____,

before me _____, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____